



**City of Thornton**  
**457(b) Deferred Compensation Plan**  
 Participation Agreement and Service Request

**Personal Information**

Plan Name: City of Thornton 457(b) Plan Number: 0059990001

Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ SSN: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Date of Hire: \_\_\_\_\_ Email: \_\_\_\_\_

How would you like to be contacted if additional information is required?  Phone  Email

**Paperless Delivery Consent**

**Paperless Delivery:** By providing your email address you are consenting to electronic (paperless) delivery of documents related to your retirement plan, e.g. - statements, confirmations, terms, agreements, etc. Check the box below if you would prefer to receive paper copies of the documents via US Mail to the address provided above.

I do NOT consent to Paperless Delivery. Please provide the documents related to my retirement plan via US Mail.

**Contribution Summary & Payroll Frequency**

457(b) Pre-Tax \_\_\_\_\_% Payroll Frequency: Biweekly

457(b) Roth After-Tax \_\_\_\_\_% Start Contribution On (Pay Period): \_\_\_\_\_

**Total** \_\_\_\_\_% **NOTE:** Contributions will begin the first available pay in the following month. The standard contributions limit is 100% of compensation or \$19,500, whichever is less.

**Catch-Up Contributions:** If you are utilizing the 50+ or Special 3-Year Catch-Up provisions please check the box below

Age 50+ Catch-up (\$26,000 maximum deferral)  Special 457(b) Catch-up (up to \$39,000 maximum deferral)

**Beneficiary Designation (will replace any prior designation)**

**IMPORTANT NOTES:** 1) Allocations must total 100% for each category of beneficiary; and 2) If you designate a single primary or contingent beneficiary and do not list a percentage, it will be designated as 100%.

I have additional beneficiaries. If you want to designate more than 2 of each type of beneficiary, you may attach a page with the additional beneficiary information. Allocations must still total 100% for each category.

**Primary Beneficiary(ies)** (Allocations must total 100%):

1. Full Name: \_\_\_\_\_ Allocation: \_\_\_\_\_%

Relationship: \_\_\_\_\_ SSN: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

2. Full Name: \_\_\_\_\_ Allocation: \_\_\_\_\_%

Relationship: \_\_\_\_\_ SSN: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

**Contingent Beneficiary(ies)** (Allocations must total 100%):

1. Full Name: \_\_\_\_\_ Allocation: \_\_\_\_\_%

Relationship: \_\_\_\_\_ SSN: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

2. Full Name: \_\_\_\_\_ Allocation: \_\_\_\_\_%

Relationship: \_\_\_\_\_ SSN: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

## Funding Options

### Asset Allocation

\_\_\_\_\_ % JPMorgan Smart Retirement Income (R6)  
 \_\_\_\_\_ % JPMorgan Smart Retirement 2020 (R6)  
 \_\_\_\_\_ % JPMorgan Smart Retirement 2025 (R6)  
 \_\_\_\_\_ % JPMorgan Smart Retirement 2030 (R6)  
 \_\_\_\_\_ % JPMorgan Smart Retirement 2035 (R6)  
 \_\_\_\_\_ % JPMorgan Smart Retirement 2040 (R6)  
 \_\_\_\_\_ % JPMorgan Smart Retirement 2045 (R6)  
 \_\_\_\_\_ % JPMorgan Smart Retirement 2050 (R6)  
 \_\_\_\_\_ % JPMorgan Smart Retirement 2055 (R6)  
 \_\_\_\_\_ % JPMorgan Smart Retirement 2060 (R6)

### Specialty

\_\_\_\_\_ % American Century Emerging Markets (R6)  
 \_\_\_\_\_ % Nuveen Real Estate Securities I

### International

\_\_\_\_\_ % Artisan International Institutional  
 \_\_\_\_\_ % Oakmark International Advisor  
 \_\_\_\_\_ % Vanguard Total Intl Stock Index I

### Large Cap

\_\_\_\_\_ % Dodge & Cox Stock  
 \_\_\_\_\_ % Fidelity Puritan  
 \_\_\_\_\_ % Fidelity Contrafund K6  
 \_\_\_\_\_ % Neuberger Berman Sustainable Equity Class (R6)  
 \_\_\_\_\_ % Vanguard Institutional Index I

### Mid Cap

\_\_\_\_\_ % AMG TimesSquare Mid Cap Growth N  
 \_\_\_\_\_ % Vanguard Mid Cap Index Admiral  
 \_\_\_\_\_ % Victory Sycamore Established Value (R6)

### Small Cap

\_\_\_\_\_ % DFA US Small Cap Value I  
 \_\_\_\_\_ % Loomis Sayles Small Cap Growth N  
 \_\_\_\_\_ % Vanguard Small Cap Index Admiral

### Bonds

\_\_\_\_\_ % Metropolitan West Total Return Bond I  
 \_\_\_\_\_ % PIMCO High Yield Fund Institutional  
 \_\_\_\_\_ % Vanguard Total Bond Market Index Admiral

### Stable Value

\_\_\_\_\_ % Nationwide Stable Value Fund

1. If the total investment option allocation percentage equals less than 100%, the remainder will be allocated to the Plan's default option, the JPMorgan Smart Retirement fund closest to age 65. If the total investment option percentage exceeds 100%, 100% of your contributions will be allocated to the JPMorgan Smart Retirement fund closest to age 65.

## Authorization

- Please send me a copy of the Informational Brochure/Prospectus(es).  
 Please contact me regarding transferring my other pre-tax retirement plans.  
 Please send me forms regarding the Catch-up Provisions.

I authorize my Employer to reduce my salary by the above amount which will be credited to my employer's Plan. The reduction will continue until otherwise authorized in accordance with the Plan. The withholding of my deferred amount by my Employer and its payment to the designated investment option(s) will be reflected in the first pay period contingent on the processing of this application by the Plan Administrator in conjunction with the set-up time required by my payroll center. The reduction is to be allocated to the funding options in the percentages indicated above. Some mutual funds may impose a short-term trade fee. Please read the underlying prospectuses carefully.

**I have read and understand each of the statements on the front and back of this form, which have been drafted in compliance with the Internal Revenue Code. I accept these terms and understand that these statements do not cover all the details of the Plan or products.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Retirement Specialist Name (Print): \_\_\_\_\_ Agent #: \_\_\_\_\_

## Form Return

By mail: Nationwide Retirement Solutions  
 PO Box 182797  
 Columbus, OH 43218-2797

By fax: 877-677-4329  
 By email: rpublic@nationwide.com

The purpose of the Memorandum of Understanding is to make you aware of some of the highlights, restrictions and costs of your Plan. It is not intended to cover all the details of the Plan and should not be relied upon exclusively in making decisions about Plan benefits. You should refer to the Plan Document for specific details about the Plan's provisions and the prospectuses and other documentation for the Plan's underlying investment options.

1. The total annual contribution amount to all 457(b) plans is the lesser of the maximum annual 457(b) contribution limit or 100% of the participant's includible compensation. This amount may be adjusted annually. More information on the maximum contribution limits can be found at [irs.gov](http://irs.gov). Under certain circumstances, additional amounts above the limit may be contributed to the Plan if (1) the participant attains age 50 or older during the current calendar year, or (2) the participant is within three years of the Plan's Normal Retirement Age and did not contribute the maximum amount to the 457(b) Plan in prior years. The Plan Document provides additional details about contribution limits. Contributions in excess of maximum amounts are not permitted and will be reported as taxable income when refunded. It is the participant's responsibility to ensure contributions to all 457(b) plans in which the participant participates, regardless of employer, do not exceed the annual limit.
2. Enrollment or contribution changes cannot be effective until the month following the month in which the request was made. The employer's processing schedule will determine the actual effective date of the contribution. It is the Plan Sponsor's/Pay Center's responsibility to ensure deferrals do not commence too early.
3. Roth contributions are made on an after-tax basis, which means they will not be subject to income taxes when distributed at a later time. The earnings on designated Roth contributions are generally not subject to future taxes as long as the distribution from the Roth account satisfies the requirements to be a "qualified distribution." In order to be a qualified distribution, the distribution must be made five or more years after January 1 of the first year the participant made Roth contributions to the Plan and must be made on or after the attainment of age 59½, the participant's death, or the participant's disability. If the participant previously established another designated Roth account in another plan and is able to roll the funds from this Plan to the other plan, the five-year period would begin to run from January 1 of the year of the first contribution to a designated Roth account. A non-qualified Roth distribution may result in an additional 10% early withdrawal tax on the portion of the distribution includible in gross income if made from rollovers to this Plan from a qualified plan or a 403(b) plan, and no statutory exceptions apply. Please note that once made, contributions and/or rollovers to a Roth account may not be reversed. In the event the participant desires to make contribution changes, only future contributions and/or rollovers can be redirected (contributed as pre-tax funds).
4. The Plan Document governs when distributions may be made from the Plan. In general, distributions may be made from a 457(b) plan only upon separation from service, upon the calendar year in which I attain age 70 1/2, or upon the death of the participant. Section 457(b) plans can also permit withdrawals from the Plan (even if the participant is still employed) in cases of an unforeseeable emergency approved by the Plan; when taking a loan, or for a one-time in-service withdrawal if the participant's account value is \$5,000 or less and the participant has not contributed to the Plan for two or more years. All withdrawals of funds must be in compliance with the Internal Revenue Code (the "Code") and any applicable regulations as well as the Plan Document, which the participant should consult to confirm which distribution opportunities are available.
5. Contributions, in the form of salary reductions, will be made until I notify NRS or my Plan Sponsor otherwise. Once notification is received, salary reductions will be changed no earlier than the month following the month in which I make the change. NRS will invest contributions received from the Plan Sponsor as soon as administratively possible.
6. Participation in any of the employer's plans is governed by the terms and conditions of the Plan Document which should be consulted for plan details. Fund prospectuses are available upon request at [mythorntonretirement.com](http://mythorntonretirement.com) or by calling 877-NRS-FORU (877-677-3678).
7. Generally, distributions from the Plan must begin no later than the April 1 following the year I reach age 70½ (or age 72 if born after June 30, 1949). If I continue to work for this employer beyond age 70½ (or age 72 if born after June 30, 1949), generally, my distributions must begin no later than the April 1 following the year I separate from service or retire. The Plan Document should be consulted for further details. Generally, all pre-tax distributions are taxable as ordinary income and are subject to income tax in the year received. Plan distributions must be made in a manner that satisfies the minimum distribution requirements of Code section 401(a)(9), which currently requires benefits to be paid at least annually over a period not to extend beyond the participant's life expectancy. Failure to meet minimum distribution requirements may result in the participant being subject to a 50% federal excise tax.
8. Any beneficiary designation I made on this form will supersede any prior beneficiary designation and shall become effective on the date accepted by the Plan, provided that this designation is accepted by the Plan prior to my death. Further, any benefits payable at my death shall be paid in substantially equal shares to my beneficiaries unless I specify otherwise. My death benefits will be paid first to my Primary Beneficiaries. If any of my Primary Beneficiaries predecease me, then my death benefits will be paid to the remaining Primary Beneficiaries. Contingent Beneficiaries will only receive benefits if no Primary Beneficiary survives me. If no beneficiary designation is on file, benefits will be paid as set forth in the Plan Document. If I participate in both a 457(b) plan and a 401(a) plan administered by NRS, I understand my beneficiary designations made on this form will apply to both plans unless I have indicated otherwise.
9. Disclaimer for Community and Marital Property States: If the participant resides in a community or marital property state, the participant's spouse may have a property interest in the participant's Plan account and the right to dispose of the interest by will. Therefore, NRS disclaims any warranty as to the effectiveness of the participant's beneficiary designation or as to the ownership of the account after the death of the participant's spouse. For additional information, please consult your legal advisor to learn more about how your beneficiary designation may be affected by community or marital property state law.
10. Participants must notify NRS of any address changes, beneficiary changes, contribution changes, allocation changes or errors on the participant's account statement.
11. Participants will receive a statement of their account quarterly.
12. All Plan transactions initiated using the telephone will be recorded for the participant's protection.

### Investment Options

1. Participant contributions will be invested pursuant to the participant's selection of funding options specified on the Participation Agreement.
2. NRS will permit participants and beneficiaries to exchange amounts among the Variable and Fixed investment options as frequently as permitted by the Plan, subject to the limits and rules set by each Fund and the Annuity Contracts. Changes may be made by calling 877-NRSFORU or by logging on to [mythorntonretirement.com](http://mythorntonretirement.com). Investment options may be periodically changed or restricted, and may vary by the source of the money invested.
3. Transfers between investment options are provided for under the Plan subject to limitations or restrictions (including redemption fees), if any, as imposed by the investment providers. Some mutual funds may also impose a short term trading fee. I understand that any information regarding limitations or restrictions as they apply to the Plan may be obtained from the Plan Administrator. Participants should read the underlying mutual fund prospectuses carefully.
4. The Net Asset Value of a mutual fund changes on a daily basis and there is no guarantee of principal or investment return.
5. If the participant elects an allocation to a closed or unavailable fund, the allocation will be made to the Asset Allocation Fund closest to the year in which the participant turns age 65. If the participant elects a total investment option that is less than 100%, the unallocated difference will be invested in the Asset Allocation Fund closest to the year in which the participant turns age 65. If the participant elects a total investment option that is greater than 100%, the entire allocation will be made to the Asset Allocation Fund closest to the year in which the participants turns age 65.

### Nationwide Life Guaranteed Separate Account Annuity (GSA) (Nationwide Stable Value Fund)

Non-defined terms described below will have the meaning given to them in the GSA contract.

1. A guaranteed interest rate is declared quarterly and credited daily. In the event your employer terminates the GSA, the interest guarantee will no longer apply. In no event shall interest credited to the contract ever be less than 0%.
2. Generally, exchanges or transfers to other investment options offered under your employer's Plan will not be restricted. However, in the event Nationwide identifies another investment option offered under the Plan as a Competing Investment Option, then Nationwide may restrict any direct exchanges from the GSA to a Competing Investment Option. In such a case, Nationwide will require that amounts exchanged out of the GSA be held in a non-Competing Investment Option for a period of ninety(90)-days prior to being exchanged into a Competing Investment Option. Nationwide's failure to take action in any one or more instances with respect to this restriction is not, nor may it be construed or deemed as, a further or continuing waiver of its right to enforce this restriction.

### Mutual Fund Payments Disclosure

Nationwide Retirement Solutions, Inc. and its affiliates (Nationwide) offer a variety of investment options to public sector retirement plans through variable annuity contracts and trust or custodial accounts. Nationwide may receive service fee payments from mutual funds or their affiliates in connection with the processing of transactions and distribution of those investment options. For more detail about the service fee payments Nationwide may receive, please visit [nrsforu.com](http://nrsforu.com).

### Endorsement Disclosure

Nationwide Retirement Solutions, Inc. and Nationwide Life Insurance Company have endorsement relationships with the National Association of Counties, the United States Conference of Mayors, and the International Association of Firefighters Financial Corporation. More information about the endorsement relationships may be found online at [nrsforu.com](http://nrsforu.com).

### Consent to Electronic Paperless Delivery and Access

By providing your email address here, you are agreeing and consenting to receive and view plan benefit statements, correspondence and confirmations, and other communications electronically. These materials will be provided through an email message notifying you that electronic documents are available online for you to view and print. This replaces all written communication associated with your Retirement Plan(s) serviced by Nationwide and you will no longer receive these documents via U.S. Mail. By providing your consent to electronic delivery, you are acknowledging and confirming that you are consenting to receive Plan Communications electronically, as they are now available or as they may be required or become available in the future and that you have access to view and print your documents electronically from the website and to save them from your computer or other electronic device. If you would like to receive the above referenced documents in paper form via U.S. Mail you can do so by contacting Customer Service at 877-677-3678 and requesting paper. You may opt out of electronic delivery of your plan related documents at any time. There is no additional cost to receive documents in paper format via US Mail.

### Changing Your Email Address and Your Paperless Delivery Preferences

You are able to update your email address or change your Paperless Preferences anytime either on the website or via Customer Service.

### Your Right to Revoke Consent

You have the right to revoke your consent to receive documents electronically. Your consent shall be effective until you revoke it by changing your delivery preferences via Customer Service or on the website by selecting US Mail delivery.